

## **EXHIBIT C**

## Power.com Chronology

Date	Event
December 1, 2008	Facebook counsel sends Power.com a letter advising them that their service breaches several of Facebook's Terms of Use, including provisions against scraping, unauthorized messaging, improper use of Facebook's trademark, unauthorized access of Facebook user accounts, unauthorized solicitation and storage of user login information, and improper use of the Facebook service for commercial use. The letter demands that Power.com respond by December 3, 2008 to confirm its intent to comply with Facebook's demands.
December 3, 2008	No response from Power.com
December 4, 2008	Counsel for Facebook contacts the domain registrant for "Power.com," (Mr. Powers, a Washington State resident), who professes no involvement in the website, but who provides contact information for "Steve Vachani" and "Filipe Hererra" and indicates that they are responsible for running the website. "Mr. Powers" states that he forwarded Facebook's original cease and desist letter on the day he received it (December 1, 2008) to both Vachani and Hererra.
December 4, 2008	Counsel for Facebook sends an email to Steve Vachani and Filipe Hererra explaining that the deadline for response has past, and requests a response from them by December 5, 2008.
December 4, 2008	Steve Vachani responds in an email requesting a meeting with Facebook to "sit down with appropriate members and discuss a solution." Mr. Vachani indicates that he is in San Francisco, and would be willing to meet the following week. He does not signal any intention to comply with Facebook's demands to stop violating its Terms of Use.
December 5, 2008	Vachani calls counsel for Facebook and requests a meeting with Facebook developers to discuss a potential business relationship. Counsel responds that Facebook receives hundreds of such requests each month, and does not have resources to personally tailor its platform to all would-be developers. Counsel reiterates Facebook's position that Power.com needs to comply with its Terms of Use just like any other entity accessing the Facebook network. Counsel repeats Facebook's demand to comply with Facebook's Terms of Use immediately.
December 10, 2008	Vachani calls counsel for Facebook and renews his request to forge a business partnership with Facebook to seek a "common solution" to Facebook's concerns. Counsel repeats Facebook's position: that it is not in a position to give developers preferential treatment; that it expects Power.com to comply with its Terms of Use before requesting any further business interaction; and repeats that it offers "Facebook Connect" as a means to accomplish most, if not all, of what Power.com seeks to do.  Vachani responds that his people are "working on it," and agrees to provide written confirmation by 12:00 PM on Friday, December 12, 2008 that they have removed compatibility with Facebook's website, that they have removed Facebook's trademarks, that they have purged data obtained from Facebook users while the site was interacting with Facebook.com, and that they will abide by Facebook's Terms of Use in the future.

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December 12, 2008	<p>Power.com fails to adhere to its agreement to remove functionality between Power.com and Facebook.com by this date.</p> <p>Instead, Vachani sends an email to counsel for Facebook signaling Power.com's agreement to implement Facebook Connect, but threatens to include a statement on the website that "Facebook Connect's current capabilities are extremely limited and we would love the opportunity to provide a Facebook connect extension to Facebook that would allow us to enrich the experience for Facebook users."</p> <p>Vachani agrees to delete all user data.</p> <p>Vachani states that Power.com is finalizing a solution that it has implemented with other service providers that would "enable us to provide more functionality to Facebook users" and requests a meeting with Facebook to promote that solution. Vachani reiterates that Power.com desires a working and friendly relationship with Facebook.</p> <p>Vachani estimates that implementation of Facebook Connect will take 2 weeks to complete.</p>
December 12, 2008	[REDACTED]
December 15, 2008	<p>Counsel for Facebook responds to Vachani and accepts the proposed 2-week extension on Facebook Connect implementation, and demands that Power.com remove any non-compliant configurations of Power.com, delete all Facebook data obtained using this non-compliant configuration, conform any postings of Facebook trademarks to established Facebook guidelines, and follow Facebook's Terms of Use and applicable Connect policies in the future.</p> <p>The 2-week extension results in a new deadline of EOD December 26, 2008 for Power.com compliance with Facebook's Terms of Use and applicable Connect policies.</p>
December 15, 2008	Vachani acknowledges receipt of Facebook's agreement to the December 26 deadline.
December 17, 2008	<p>Vachani sends counsel for Facebook a message indicating that Power.com has commenced implementation of Facebook Connect, but expresses concern that he was "too optimistic" about his plan to implement Connect by December 26, 2008.</p> <p>Vachani proposes a meeting with Facebook to present the Power.com "product plan" and pitch their "improved" integration functions that they would like to use with Connect.</p>
December 22, 2008	Counsel for Facebook contacts Vachani regarding his latest email and reiterates Facebook's position that developers do not receive preferential treatment – especially when they approach Facebook in breach of Facebook's

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	<p>Terms of Use.</p> <p>Counsel for Facebook reiterates its demand that unauthorized interactions between Power.com and Facebook.com cease by December 26, 2008.</p> <p>Counsel repeats Facebook's position that Power.com should respect Facebook's Terms of Use during the time it develops Facebook Connect, that granting an extension to Power.com is not permission to continue violating Facebook Term of Use, and that Power.com may take as much time as needed to implement Facebook Connect, but that Facebook expects Power.com to cease its unauthorized access to Facebook.com in the meantime.</p>
December 22, 2008	Facebook discovers that Power.com has purposely circumvented its IP blocking measures to continue its unauthorized access to Facebook by using a shared IP address owned by Amazon.com.
December 26, 2008	<p>At 10:00 PM on the deadline for compliance, Vachani sends counsel for Facebook an "update" email stating that Power.com will not be able to finalize its Facebook Connect integration until January 30, 2009.</p> <p>Vachani's email states: "<b>after previously thinking that it would better to take Facebook compatibility down while we implemented this new solution, we have made the business decision to not prevent the interruption of service to our millions of users while working closely to make these changes to address Facebook's concerns.</b>"</p>
December 30, 2008	Facebook files a complaint in the Northern District of California against Power.com.
December 30, 2008	<p>Counsel for Facebook sends an electronic copy of the complaint to Vachani with an email indicating that Power.com's unilateral decision to continue breaching Facebook's Terms of Use while it implements Facebook Connect is unacceptable, and has left Facebook no choice but to file suit against Power.com to in order to stop its continued unauthorized access to Facebook's site.</p> <p>Facebook demands that Power.com take down its compatibility with Facebook's site by December 31, 2008 or Facebook will be forced to pursue a Temporary Restraining Order against Power.com.</p>
December 31, 2008	Vachani responds that it will take a week to take down such compatibility, and promises to have the integration removed by Monday, January 5, 2008.
December 31, 2008	Counsel for Facebook responds to Vachani, rejects his offer to remove compatibility by January 5, and reiterates Facebook's intention to seek a Temporary Restraining Order if the compatibility is not removed by 5:00 PM.
December 31, 2008	Power.com removes compatibility with Facebook and sends a message to counsel for Facebook requesting that Facebook withdraw the lawsuit.
January 5, 2009	Facebook communicates its willingness to settle the lawsuit against Power.com in return for the following: (a) a signed stipulated permanent injunction requiring Power.com to comply with Facebook's Terms of Use in

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	the future; and (b) payment of [REDACTED] to Facebook to recoup the costs of having to litigate, rather than negotiate, to obtain compliance with its terms.
January 5, 2009	[REDACTED]
January 5, 2009	In a telephone conference with Facebook counsel, Vachani agrees to respond to Facebook's settlement offer by January 9, 2009.
January 7, 2009	Vachani responds stating that he wants to resolve the lawsuit quickly, and that his technical staff will look into the rogue IP logins; and promises prompt contact by Power.com or its counsel.
January 7, 2009	Counsel for Facebook responds to Vachani asking for the contact information for Power.com's counsel. Vachani responds in an email stating that Power.com is actively seeking, but has not retained, counsel.
January 7, 2009	Vachani indicates that it has "frozen" all active sessions to eliminate any residual "rogue" login sessions.
January 8, 2009	Vachani sends an email to counsel for Facebook stating that they are still seeking counsel.
January 9, 2009	Power.com fails to respond to Facebook's settlement offer as promised.
January 12, 2009	Vachani sends an email to counsel for Facebook stating that he is overseas dealing with "emergencies," and he will be back to the United States on January 17, 2009.
January 12, 2009	Facebook receives a letter from Power Ventures, Inc., a California corporation, stating that it has no relationship with Power.com. Despite the fact that Power.com is run by "Power Ventures, Inc.," it is not registered to do business in California, as Facebook thought. Facebook contacts the owner of the California entity and agrees to dismiss it when it resolves matters with Power.com. The owner of the California entity indicates that the corporation is inactive at this time, and that such a delay would be acceptable.  Counsel for Facebook begins searching for true location/identity of Power.com corporate ownership.
January 13, 2009	Vachani states that Power Ventures, Inc. is a Cayman Island entity, but offers not details regarding how to contact or serve that entity.
January 13, 2009	Facebook submits an inquiry to the Cayman Island Government requesting the service address for Power Ventures, Inc.
January 13, 2009	Facebook files First Amended Complaint to add new defendant names to properly name suspected defendant entities.
January 15, 2009	Facebook sends a copy of the First Amended Complaint to Vachani, reiterates its willingness to settle the case by the terms described in its January 5 email, but warns that the amount for which Facebook is willing to settle is tied to the amount Facebook expends resolving the dispute. Continued delay will increase the settlement costs.
January 16, 2009	Counsel for Facebook receives contact information for Power Ventures, Inc. from the Cayman Islands – but no telephone number or personal contact for a registered agent.

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January 16, 2009	Washington Post article announcing that MySpace has also blocked Power.com. <a href="http://www.washingtonpost.com/wp-dyn/content/article/2009/01/16/AR2009011603494.html">http://www.washingtonpost.com/wp-dyn/content/article/2009/01/16/AR2009011603494.html</a>
January 21, 2009	Counsel for Facebook discovers that Vachani has only provided hotel and bogus address information for all domain registrations. He does not appear to have a valid address at which Facebook can effect service of process.
January 22, 2009	Vachani sends an email to counsel for Facebook indicating that Power.com is close to finalizing its choice of counsel, and has been advised to stop communicating personally with Facebook counsel.  Vachani signals his continued willingness to resolve the case.
January 23, 2009	Counsel for Facebook sends service package to Power Ventures, Inc. in the Cayman Islands in order to effect service of process under the Hague Convention.
February 5, 2009	Facebook discovers that Power.com has implemented Facebook Connect without resolving the lawsuit, and the implementation does not properly follow the rules regarding Facebook Connect implementation.  [REDACTED] counsel for Facebook communicates to Power.com that Facebook is willing to permit Power.com to resume access to its network through Facebook Connect only after the lawsuit is resolved.
February 11, 2009	Service of Process effected on Power Ventures, Inc. in the Cayman Islands.
February 17, 2009	Vachani sends an email to counsel for Facebook indicating that it has no updates on finding counsel.
February 24, 2009	Counsel for Facebook advises Vachani that Facebook intends to file a notice of default with the Court on March 2, 2009.
February 28, 2009	Vachani sends an email to counsel for Facebook introducing Scott Burson as Power's counsel in the matter.
March 2, 2009	Facebook agrees to allow Power.com an extension on the time to answer the complaint to March 23, 2009.
March 4, 2009	Facebook communicates its settlement offer to counsel for Power.com, which includes the same terms as the first settlement offer, and demands [REDACTED].
March 10, 2009	Power.com communicates its counteroffer for settlement to Facebook, which does not offer any money to Facebook, does not promise to follow Facebook's Terms of Use, and only offers a "good faith effort" to implement Facebook Connect according to Facebook's policies.
March 10, 2009	Facebook files notice of voluntary dismissal of Power Ventures, Inc., the California corporation.
March 14, 2009	In a telephone conference with counsel for Power.com, counsel for Facebook rejects Power.com's offer, explains that Facebook does not trust Mr. Vachani to abide by Facebook's Terms of Use without a permanent injunction in place, and that Facebook will not settle its case for less than what it spent enforcing its Terms of Use in the first place.

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	Counsel for Facebook explains that Facebook views Power.com's unwillingness to sign a stipulated injunction or settle the lawsuit as evidence that Power.com cannot be trusted in the future, and that these negotiations endanger any hopes that Power.com may have of dealing as partners with Facebook in the future.
	Counsel for Facebook indicates that Facebook remains willing to work with Power.com in the future, so long as the lawsuit is resolved amicably.
March 23, 2009	Power.com files Motion to dismiss for failure to plead with particularity.
April 17, 2009	Facebook files Opposition to Power's Motion to Dismiss
April 24, 2009	Power files Reply in Support of Motion to Dismiss
May 8, 2009	Court denies Power's Motion to Dismiss and advises Facebook to submit More Definitive Statement to clarify its Eighth Cause of Action.
June 10, 2009	Facebook files Definitive Statement regarding its Eighth Cause of Action.
July 9, 2009	Power.com files its Answer to Complaint which contains counterclaims alleging antitrust violations. The counterclaims are extremely bare, and the answers to the other substantive issues in the Complaint are similarly lacking.